

The Bonds of Series F are entitled to the benefits of the sinking fund provided for in the Seventh Supplemental Indenture dated as of January 1, 1959.

To the extent permitted and as provided in said Indenture, modifications or alterations of said Indenture or of any indenture supplemental thereto, and of the rights and obligations of the Company and of the bearers or registered owners of the bonds and coupons, may be made with the consent of the Company by an affirmative vote or the written consents of the bearers or registered owners of not less than seventy-five per centum (75%) in principal amount of the bonds of any series outstanding affected by such modification or alteration in case one or more, but less than all, of the series of bonds, then outstanding under said Indenture are so affected, in each instance such affirmative vote to be given at a meeting of bondholders called and held, or such written consents to be evidenced by the filing thereof with the Trustee, as provided in said Indenture; provided, however, that no such modification or alteration shall be made which shall change or modify any of the rights, immunities or obligations of the Trustee without its written consent <sup>herein</sup> and provided, further, that without the consent of the bearer or registered-owner affected thereby, no such modification or alteration shall permit (a) the extension of the time of payment of principal of any bonds, or the extension of the time of payment of any interest, or a reduction in the rate of interest thereon or in the amount of the principal or premium, if any, or (b) the creation by the Company of any bond ranking prior to, or on a parity with, the lien of said Indenture or of any indenture supplemental thereto, with respect to any of the property covered hereby, or (c) the reduction of the percentage required by the Indenture for the taking of any action with respect to any bond outstanding under the Indenture.

This bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the principal office or place of business of the Trustee under the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date, and for the same aggregate principal amount will be issued to the transferee in exchange hereof. Registered bonds without coupons of this series and coupon bonds of this series are interchangeable in the manner and upon the conditions prescribed in the Indenture.

In case an event of default as defined in said Indenture shall occur, the principal of this bond may become or be declared due and payable before maturity in the manner and with the effect provided in said Indenture. The holders, however, of certain specified percentages of the bonds at the time outstanding, including in certain cases specified percentages of bonds of particular series, may in the cases, to the extent and under the conditions provided in said Indenture, waive defaults thereunder and the consequences of such defaults.

It is part of the contract herein contained that each registered owner hereof by the acceptance hereof waives all right of recourse to any personal liability of any incorporator, stockholder, officer or director, past, present or future, of the Company, as such, or of any predecessor or successor corporation, howsoever arising, for the collection of any indebtedness hereunder; and as a part of the consideration for the issue hereof releases from all such liability each such incorporator, stockholder, officer or director, all as provided in said Indenture.

This bond shall not be valid or obligatory for any purpose until the certificate endorsed hereon shall have been signed by the Trustee.

IS WITNESS WHEREOF, UNITED TELEPHONE COMPANY OF KANSAS, INC., has caused these presents to be exe-